

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 20 July 2005

Division: Growth Management

Bulk Item: Yes X No

Department: Environmental Resources

Staff Contact: Ralph Gouldy

AGENDA ITEM WORDING:

Approval for a Grant of Conservation Easement for Lot 37 Block 5 Harbor Course South Section 1, Ocean Reef Plat #14, PB 7 pg. 9 Monroe County Records, Monroe County, Florida, RE# 00573690-003700.

ITEM BACKGROUND: None

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: None

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$44.00

BUDGETED: Yes N/A No

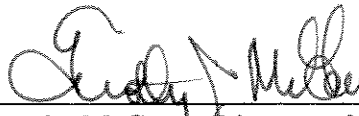
COST TO COUNTY: None

SOURCE OF FUNDS: Sunshine 2000 Const.

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:


Timothy McGarry, Director of Growth Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

Grant of Conservation Easement

THIS AGREEMENT is made this _____ day of _____, 20____ by and between

Jane E. Hager

whose address is 206 Pinnacle Road, Lyndeborough, New Hampshire 03082

County of Hillsboro State of New Hampshire, (Grantor) and Monroe County,

a political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, FL 33040 (Grantee).

The parties recite and declare:

The Grantor is the owner of certain real property commonly known as

375 South Harbor Drive, Key Largo Florida 33037

(the servient estate), more particularly described as follows: (Legal description) Lot 37 Block 5

Harbor Course South Section 1, Ocean Reef Plat #14, PB 7 pg. 9 Monroe County

Records, RE# 00573690-003700

The Grantor desires to develop the servient estate as (describe project):

A single family home as shown in permit #03-3-5324

The servient estate contains (describe relevant natural features):

Moderate Quality Low Elevation Tropical Hardwood Hammock

The Grantee is a general purpose political subdivision of the State authorized and required to regulate and control the use of real property through land development regulations in order to protect the public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

certain areas of the servient estate be retained as open space and preserved in their natural condition if the servient estate is to be developed as a single family home

The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for a single family home and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement. (metes and bounds description of the open space area)

a. The conservation easement is located as follows
as shown in Exhibit A attached

b. The location of the easement is also described in the diagram attached to this instrument as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:

- a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native vegetation whose removal is authorized by the Grantee's biologist).
- b. No acts that are detrimental to wildlife or wildlife habitat preservation.
- c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances in such manner as to affect the surface.

d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.

e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No planting of non-native plants.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA (Grantee)

By _____
Deputy Clerk

By _____
Mayor/Chairman

[Signature]
Signature of witness

Mita M Burke
Printed name of witness

[Signature]
Signature of witness

Raymarie Smith
Printed name of witness

[Signature]
Grantor

PRESCOTT INV. CORP.
JANE E. HAGER, Pres.
Printed name of Grantor

Grantor

Printed name of Grantor

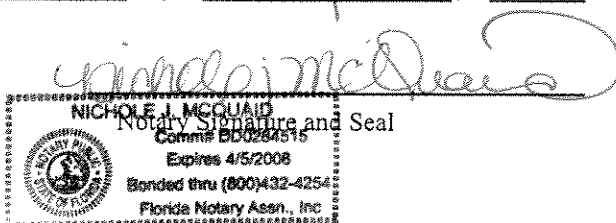
STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, personally appeared Jane Hager
and _____, who are personally known to me, or have produced

_____, respectively
as identification.

Sworn to and subscribed before me this 9 day of May, 2005.

DD0264515
Nichole J McQuaid
Typed Notary Name and Number



Monroe County Property Record Card (099)

Alternate Key: 1712043
Effective Date: 7/1/2005 10:29:03 AM
Roll Year 2005
Run: 07/01/2005 10:29 AM

HAGER, JANE E
206 PINNACLE RD
LYNDEBOROUGH NH 03082

Parcel 00573690-003700-24-59-40 Nbhd 2325
Alt Key 1712043 Mill Group 500R
Affordable Housing No PC 00
Inspect Date Next Review
Business Name
Physical Addr KEY LARGO

Associated Names

Name	DBA	Role
HAGER, JANE E		Owner

Legal Description

BK 5 LT 37 HARBOR COURSE SOUTH SEC ONE OCEAN REEF PLAT NO 14 KEY LARGO PB7-9 OR968-936 OR968-944 OR1061-1259/60(JB)OR1114-928/29(CMS)

Land Data 1.

Line ID	Use	Front	Depth	Notes	# Units	Type	Rate	Depth	Loc	Shp	Phys	Class	ROGO	Just Value
77054	010D	0	0	No	19,000.00	SF		1.00	1.10	1.05	1.00		N	
Total Just Value														

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
	03305324	Apr 1 2004 12:00AM		1		SFR

Monroe County Property Record Card (099)

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Value History

Tax Year	Val Method	Just Land	Class Land	Building	Misc	Just	Assessed Value	Exempt	Tax Value
2004F	C	521,194		0	0	521,194	521,194	0	521,194
2003F	C	521,194		0	0	521,194	521,194	0	521,194
2002F	C	521,194		0	0	521,194	521,194	0	521,194
2001F	C	427,500		0	0	427,500	427,500	0	427,500
2000F	C	228,000		0	0	228,000	228,000	0	228,000
1999F	C	102,600		0	0	102,600	102,600	0	102,600
1998F	C	79,800		0	0	79,800	79,800	0	79,800
1997F	C	68,400		0	0	68,400	68,400	0	68,400
1996F	C	68,400		0	0	68,400	68,400	0	68,400
1995F	C	68,400		0	0	68,400	68,400	0	68,400
1994F	C	68,400		0	0	68,400	68,400	0	68,400
1993F	O	68,400		-10,260	0	58,140	58,140	0	58,140
1992F	C	68,400		0	0	68,400	68,400	0	68,400
1991F	C	68,400		0	0	68,400	68,400	0	68,400
1990F	C	68,400		0	0	68,400	68,400	0	68,400
1989F	C	62,700		0	0	62,700	62,700	0	62,700
1988F	C	61,750		0	0	61,750	61,750	0	61,750
1987F	C	58,900		0	0	58,900	58,900	0	58,900
1986F	C	19,000		0	0	19,000	19,000	0	19,000
1985F	C	19,000		0	0	19,000	19,000	0	19,000
1984F	C	19,000		0	0	19,000	19,000	0	19,000
1983F	C	7,303		0	0	7,303	7,303	0	7,303
1982F	C	7,303		0	0	7,303	7,303	0	7,303

Sales History

Book	Page	Sale Date	Instrument	Transfer Code	Q/U	Vacant	Sale Price
988	936	2/1/1986	Warranty Deed	0	M	V	1
1061	1259	7/1/1988	Warranty Deed	0	Q	V	85,000
1114	928	12/1/1989	Warranty Deed	0	Q	V	70,000